THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

AXIP ENERGY SERVICES, LP,	§	**Civil Action No. ____________________**
Plaintiff,	§	
	§	
VERSUS	§	
	§	
	§	
	§	**TRIAL BY JURY DEMANDED**
PETROVENTURES, INC.,	§	
	§	
Defendant.		

COMPLAINT

Plaintiff, Axip Energy Services, LP herein files its Complaint against PetroVentures, Inc. for the causes of action and grounds for relief respectfully stated as follows:

PARTIES

1.

Plaintiff, Axip Energy Services, LP (f/k/a Valerus Compression Services, LP) (**"Axip"**), is a domestic limited partnership, formed in the State of Texas, whose principal office is located at 1301 McKinney, Suite 900, Houston, Texas 77010.

2.

Defendant PetroVentures, Inc. (**"PetroVentures"**) is a domestic corporation, incorporated in the State of Louisiana, whose principal place of business is located at 400 East Kaliste Saloom Rd, Suite 4200, Lafayette, Louisiana 70508.

INTRODUCTION

3.

This case arises from a breach of contract and amounts due under an open account.

JURISDICTION

4.

This Court has original jurisdiction under 28 U.S.C. § 1332 in that this is a civil action between completely diverse parties and the amount in controversy exceeds $75,000, exclusive of interest and costs.

VENUE

5.

Venue is appropriate in this district because PetroVentures is a Louisiana entity with its principal place of business in Lafayette, Louisiana.

FACTS

6.

In January 2009, Axip and PetroVentures entered into the following contracts (collectively, the **"Contract"**): (a) Gas Compressor Equipment Master Rental & Servicing Agreement dated January 21, 2009; (b) Schedule A – Equipment Specification (V-3539) dated January 12, 2009; and (c) Schedule B – Maintenance and Repair (V-3639) dated January 12, 2009. A copy of the Contract is attached as **"Exhibit A."** Pursuant to the Contract, Axip leased compression equipment (including any substitutions or replacements thereof, the "Equipment") and provided related services to PetroVentures for use in connection with the operations at the offshore mineral lease at Main Pass Block 133-C of the Outer Continental Shelf (Lease Number G01661) (the **"Well Site"**).

7.

Under the Contract, PetroVentures paid Axip a monthly fee of $32,000 for the lease of the Equipment and related maintenance and repair work. However, without advance notice to Axip, PetroVentures ceased payment to Axip under the Contract around December 1, 2013. As of the filing of this Complaint, PetroVentures owes Axip $939,520 under the Contract, plus prejudgment interest at 18% per annum, which continues to accrue.

CAUSES OF ACTION

Breach of Contract

8.

Axip re-alleges and incorporates by reference all of the allegations contained in the preceding paragraphs above as though fully stated herein.

9.

Axip brings this cause of action for breach of contract against PetroVentures.

10.

Axip entered into valid, enforceable contracts, collectively known as the Contract, with PetroVentures.

11.

Axip performed its obligations under the Contract. PetroVentures breached the Contract causing Axip to incur actual damages of $939,520, reasonable and necessary attorneys' fees, costs, expenses, and prejudgment interest at 18% per annum, which continue to accrue.

Open Account

12.

The amount due to Axip from PetroVentures constitutes an open account pursuant to Louisiana law.

13.

In accordance with La. R.S. 9:2781(A) which provides:

> When any person fails to pay an open account within 30 days after the claimant sends written demand therefore, correctly setting forth the amount owed, that person shall be liable to the claimant for reasonable attorney fees for the prosecution and collection of such claim when

> judgment on the claim is rendered in favor of the claimant. Citation and service of the petition shall be deemed written demand for the purpose of this section. If the claimant and his attorney have expressly agreed that the debtor shall be liable for the claimant's attorney's fees and a fixed determinable amount, the claimant is entitled to that amount when judgment on the claim is rendered in favor of the claimant. Receipt of written demand by the person is not required.

Axip designates that citation and service of this complaint shall be deemed written demand upon PetroVentures to allow Axip to claim reasonable attorney fees as provided by Louisiana law.

14.

After the allowance of all credits due, PetroVentures is indebted to Axip on open account in the principal sum of $939,520, plus reasonable and necessary attorneys' fees, costs, expenses, and prejudgment interest at 18% per annum, which continues to accrue.

Quantum Meruit

15.

Axip re-alleges and incorporates by reference all of the allegations contained in the preceding paragraphs above as though fully stated herein.

16.

Axip brings this cause of action for quantum meruit against PetroVentures.

17.

Axip delivered and provided the Equipment to PetroVentures.

18.

Axip provided valuable services and materials to PetroVentures.

19.

PetroVentures accepted the Equipment and corresponding services and materials provided by Axip.

20.

PetroVentures had reasonable notice that Axip expected compensation for the Equipment and corresponding services or materials it provided.

21.

Axip is entitled to its actual damages of $939,520, reasonable and necessary attorneys' fees, costs, expenses, and prejudgment interest at 18% per annum, which continue to accrue.

DAMAGES

22.

Plaintiff re-alleges and incorporates by reference all of the allegations contained in this Complaint as though fully stated herein.

23.

Plaintiff seeks actual damages under the Contract of $939,520, reasonable and necessary attorneys' fees, costs, expenses, and prejudgment interest at 18% per annum, which continue to accrue.

24.

Plaintiff requests all other damages to which it is entitled under the law or in equity.

ATTORNEYS' FEES

25.

Plaintiff is entitled to recover from Defendant reasonable and necessary attorneys' fees, costs, and expenses for the preparation and prosecution of this action under the Contract and La. R.S. 9:278, *et seq*.

CONDITIONS PRECEDENT

26.

All conditions precedent have occurred or have been performed.

DEMAND FOR JURY TRIAL

27.

Plaintiff demands a jury trial on all claims and issues.

PRAYER FOR RELIEF

28.

Plaintiff hereby respectfully prays for Judgment against Defendant for the following:

a. Actual damages in the amount of $939,520;

b. Reasonable and necessary attorneys' fees, costs, and expenses;

c. Prejudgment interest at the contractual rate of 18% per annum;

d. Post Judgment interest;

e. Costs of court; and

f. All other relief, in law or equity, to which Plaintiff may be entitled.

Respectfully submitted,

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